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EXAMINER

NGUYEN, CUONG H

ART UNIT PAPER NUMBER

3625

DATE MAILED: 03/03/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

## Office Action Summary

Application No.

09/493,750

Applicant(s)

OJHA ET AL.

Examiner

CUONG H. NGUYEN

Art Unit

3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 07 November 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-26 is/are pending in the application.
- 4a) Of the above claim(s) 2,3 and 5 is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1,4 and 6-26 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)  | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                                   | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152)             |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

## DETAILED ACTION

1. This Office Action is the response to the communication received on 11/07/2003 (the amendment).
2. Claims 1, 4, 6-26 are pending in this application.

### Drawings

3. This application has been filed with informal drawings, and they have been used for examining purposes.

### Response

4. The examiner submits that because the applicant's amendment, new ground of rejections on obviousness are submitted herein to support an idea of a third party covers a price difference between a buyer and a seller – this was an old concept, the arguments are moot.

The examiner maintains a 35 USC 112, 2<sup>nd</sup> para. rejection of claim 19 from applicant's claimed language "The method of claim 18 wherein controlling implementation of the at least one business rule comprises implementing the at least one other business rule before implementing the at least one business rule"; it is indefinite because it broadly and generally claims "a business rule", comprising no distinguished definition about said "business rule".

### Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office Action:

***(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary***

***skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.***

6. Claims 1, 6, 21- 26 are rejected under 35 U.S.C. § 103(a) as obvious over Tull, Jr. et al. (US Pat. 5,946,667), in view of Kovski (Dialog file 148 – acc. No. 10173675).

A. Re. claim 1: Claim 1 is directed to a method for facilitating transactions on a network; Tull obviously teaches that claimed idea (see Fig.1, ref.20, Fig.2, ref. 13, claim 6, 4:16-17, and 4:54-58). It is obvious that Tull's broker is able to performing a claimed function of "enabling/transmitting an acceptance" in Internet's communication.

Tull Jr. et al. teach a method for facilitating transactions in a WAN, comprising:

- providing information relating to a transaction between a 1<sup>st</sup> party (a buyer: an investor) and a 2<sup>nd</sup> party (a seller: this seller is listed in "FINANCIAL DATA PROCESSING SYSTEM" – Fig.1, ref.20) to a 3<sup>rd</sup> party (a broker) via the WAN/Internet (see Tull Jr., Fig.2, ref. 13 – the connected blocks indicate above claimed structural relationships for communications/actions); and
- Tull, Jr. et al. teach that info. is a bid price (for 1<sup>st</sup> party), and an ask price (for 2<sup>nd</sup> party)(see Tull Jr. et al., Figs. 1-2, and claim 6, to see a relationship between blocks 1, 13 with bid/ask prices).

- Tull, Jr. et al. do not expressly disclose about enabling the 3<sup>rd</sup> party (said broker) to facilitate consummation of the transaction between the 1<sup>st</sup> party (said buyer), and 2<sup>nd</sup> party.

However, Kovski teaches that idea (see **Kovski**, page 1, 6<sup>th</sup> lines from the bottom: "Marta (Metropolitan Atlanta Rapid Transit Authority) pays the difference if the market price is lower; the counter-party broker covers the difference if the market price is higher"; it discloses that Marta/counter-party broker is a third party, while a city agency and a seller are a buyer and a seller of a transaction (about monthly diesel prices).

It would be obvious to one with ordinary skill in the art to make implementations of Tull et al.'s teachings with Kovski's idea because this is analogous to Tull et al.'s invention to buy/sell stock on the Internet which has been recognized by skilled artisan as an easy and quick source for facilitating matters of financial transaction. Tull Jr. et al.'s teachings would provide a full range of financial services, providing investors with cost effective and versatile options to participate in different capital markets where a price difference would be covered amongst involved parties as shown in Kovski's situation.

B. Re. claim 25: It is directed to a computer product for facilitating transactions in a WAN/Internet, comprising computer instructions perform steps describing in claim 1 (see **Tull Jr. et al.**, 2:60 to 3:4 wherein a computer product would be needed to facilitating transactions in a WAN environment; therefore, it would be

obvious to one of ordinary skill in the art to implement Tull Jr. et al. and Kovski's teachings in a computer product to facilitating above transactions; rationales and references applied for a 35 USC 103(a) rejection would be similar for both claims 1 and 25.

C. Re. claim 26: The rationales and references for rejection of claim 1 are incorporated. Tull Jr. et al. teach communication amongst involved parties: 1<sup>st</sup> party: a bidder, (see **Tull Jr. et al.**, Fig.1, ref. 5), 2<sup>nd</sup> party: a seller (see **Tull Jr. et al.**, Fig.1, ref. 20), and 3<sup>rd</sup> party: a broker (see **Tull Jr. et al.**, Fig.2, ref. 13); their Internet communications would cover transmitting, receiving, and specifically sending a response covering a difference between the bid and the ask prices in a WAN environment.

Tull Jr. et al. teach a step of "transmitting data/acceptance response" by Internet; wherein the content of said data may including notifying to related parties (e.g., a response); in this case, that is a notification to a seller (see **Tull Jr. et al.**, Fig. 1 about 2-way communications between a broker and a seller (Fig.1, ref. 20) ;

Tull, Jr. et al. do not expressly disclose about enabling the 3<sup>rd</sup> party (said broker) to cover a different between bid and ask prices.

However, Kovski teaches that idea (see **Kovski**, page 1 "Marta (Metropolitan Atlanta Rapid Transit Authority) pays the difference if the market price is lower; the counter-party broker covers the difference if the market price is higher",

wherein the 3<sup>rd</sup> party is Marta/counter broker, the 1<sup>st</sup> and 2<sup>nd</sup> parties are buyer and seller of diesel fuel.

It would be obvious to one with ordinary skill in the art to make implementations of Tull et al.'s teachings with Kovski's idea because this is analogous to using of Internet to buy/sell stock which has been recognized by skilled artisan as an easy and quick source for facilitating matters of financial transaction. Tull Jr. et al.'s teachings would provide a full range of financial services, providing investors with cost effective and versatile options to participate in different capital markets where a price difference would be covered amongst a broker or OPALS.

D. Re. claim 6: The rationales and references for rejection of claim 1 are incorporated.

Tull Jr. et al. teach about a third party is involved in a transaction (e.g., a broker, see **Tull Jr.**, Fig.2, ref. 13), and transmitting an acceptance/response (or notification) to the 1<sup>st</sup> party (see **Tull Jr.**, Fig.1, ref. 5): this figure shows a communication about a financial transaction between 1<sup>st</sup> and 2<sup>nd</sup> parties). Please note that it would be obvious for one of ordinary skill in the art at the time of the invention to notify/communicate many different things (these "different things" are non-functional descriptive materials – they do not contribute a distinguish function to said claimed method) not necessary about "of the acceptance".

It would be obvious to one with ordinary skill in the art to make implementations of Tull et al. and Kovski's teachings to notify a party about an acceptance via WAN because using of Internet to buy/sell stock has been

recognized by skilled artisan as an easy and quick source for facilitating matters of financial transaction including a message of acceptance.

E. Re. claim 21: The examiner submits that above rationale for rejections of claim 1 are applied herein since claimed limitation is a repetition of claim 1.

The examiner submits that it is obvious to make a repetition structure (from **Tull, Jr. et al. Fig.1**), and **Kovski** to cover a different between bid and ask prices: having a 3<sup>rd</sup> party, and a 4<sup>th</sup> party wherein said 4<sup>th</sup> party would perform the same function as said 3<sup>rd</sup> party "A BROKER" (i.e., enabling a 4<sup>th</sup> party: "CAPITAL MARKETS" to facilitate consummation of a transaction between a 1<sup>st</sup> party (a buyer), and a 2<sup>nd</sup> party "OPALS" in conjunction with a 3<sup>rd</sup> party (a broker).

One with ordinary skill in the art would appreciate the implementation of **Tull Jr. et al.**, and **Kovski** that teach a transaction process fast, efficient, and economic solutions involving the use of a 3<sup>rd</sup> party, and/or a 4<sup>th</sup> party performing similar functions in a transaction process. It would be obvious that a 3<sup>rd</sup> party, and a 4<sup>th</sup> party are implemented each other in doing their tasks (e.g., a patent examiner A, and a patent examiner B; they work in next-door offices that helping each other for patent prosecutions using US Patent Laws).

F. Re. claim 22: The rationales and references for rejection of claim 21 are incorporated.

**Tull Jr. et al.**, and **Kovski** teach a method of claim 21 wherein enabling the 4<sup>th</sup> party to facilitate consummation of the transaction comprises enabling the 4<sup>th</sup> party to cover a remainder portion of the 1<sup>st</sup> difference (see **Tull, Jr. et al.**



Fig.1 “CAPITAL MARKETS 1 ... N” communicates to “FINANCIAL DATA PROCESSING SYSTEM” to share/cover a portion of the 1<sup>st</sup> difference), and Kovski’s rationale of claim 1.

It would be obvious for one with ordinary skill in the art to appreciate the implementation of Tull Jr. et al. with Kovski that teach a transaction process fast, efficient, and economic solutions involving the use of a 3<sup>rd</sup> party, and/or a 4<sup>th</sup> party performing similar functions in a transaction process. It would be obvious that a 3<sup>rd</sup> party, and a 4<sup>th</sup> party are implemented each other since they performs similar functions as different securities and may cover a price difference according to their specific strategies in trading since Tull Jr. et al., and Kovski ’s structure able to perform that ability (e.g., it is analogous with a situation that a patent examiner A, and a patent examiner B work in next-door offices that helping each other for patent prosecutions).

G. Re. To claim 23: The rationales and references for rejection of claim 1 are incorporated. Tull Jr. et al. also teach about distinct bids, see Tull Jr. et al. Fig.7 and 9:41-50 “...each stock of each OPALS being administered by the data processing system must be uniquely identified to enable such interaction...” (e.g. please note that “as relating to a product which is part of a mutually exclusive bid group defined by one of the first and second parties” is merely explanation for “identifying transactions”; therefore, this claimed phrase is obvious to artisans).

H. Re. To claim 24: It is rejected under 35 U.S.C. § 103(a) as obvious over Tull, Jr. et al. (US Pat. 5,946,667), in view of Kovski (Dialog file 148 – 10173675), and further in view of Wilton et al., (US Pat. 6,519,574).

The rationales and references for rejection of claim 23 are incorporated.

Tull Jr. and Kovski do not expressly disclose about “enabling the 3<sup>rd</sup> party to specify a business rule for automatically responding to system bids via the WAN, said business rule relating to the identifier”

However, Wilton et al. teach about that claimed limitation (see **Wilton et al.**, 7:55-65, for a business rule of “automatically responding to bids via Internet” – note that according to **Tull Jr, et al.** 9:59-63 - a rule/code is dependent on an identifier, i.e., in a table for AN INPUT INDICES “E. The exchange code identifier”).

It would be obvious to one with ordinary skill in the art to combine Tull et al., Kovski, and Wilton et al because this is analogous to using of Internet to “enabling another party to specify a business rule for automatically responding to system bids, said business rule relating to the identifier” which has been recognized by skilled artisans as a convenient source for facilitating matters of financial transaction.

7. Re. claims 13-15, 18-20: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull, Jr. et al.** (US Pat. 5,946,667), in view of Kovski (Dialog file 148 – 10173675), and further in view of the Official Notice.

The rationales and references for rejection of claim 1 are incorporated.

A. Re. to claim 13: Tull Jr. and Kovski do not expressly disclose of enabling the 3<sup>rd</sup> party to specify a business rule for automatically responding to system bids.

However, the Official Notice is taken here that a step of automatically response for an inquiry is old & well-known for a computer system coupled to

other computers on the Internet – that is a business rule for good customer services. This function of “specify a business rule for automatically responding to system bids” would be used by a broker utilizing Internet (see **Tull Jr. et al.**, Fig.2 ref. 13).

It would be obvious for one with ordinary skill in the art at the time of invention to appreciate the combination of Tull Jr., Kovski and the Official Notice taken above that teach an automatically response for any inquiry. It would be recognized by artisans at the time of invention of good practices such as good customer services with timely responses.

**B. Re. To claim 14:** The examiner submits that this claimed limitation is an analogous action of claim 13 (for a broad and reasonable interpretation, please note that claimed limitation would be equivalent to “providing/specifying a rule” and that “providing/specifying” function (about rules) is old and well-known with Internet applications); Tull, Jr. also teach that function (see **Tull Jr.**, Fig.2 ref. 13 that is about a broker’s qualification).

**C. Re. claim 15:** The rationales and references for rejection of claim 14 are incorporated.

Tull Jr. et al. further teach a product identifier and whether that is available (a product name: a share price from NEC – see **Tull Jr. et al.** Fig.7). It meets a limitation of “a criterion includes a product identifier”.

**D. Re. To Claim 18:** The rationales and references for rejection of claim 13 are incorporated.

Tull Jr. et al. and Kovski do not expressly disclose that their system comprise a business rule with reference to a business rule of 2<sup>nd</sup> party.

However, the Official Notice is taken here that this claimed limitation is old and well-known; an example for a business rule of a Website is first-come first serve, and that is also a business rule of an airline when buying an available seat on flight. This broad limitation has been used in many Internet businesses (please note that Tull Jr. et al. teach a TABLE OF INPUT INDICES (see Tull Jr. et al., 9:59-66) wherein "E: The exchange code identifier. CNTRY The country code. This code maps to the spread file where the specific spreads are assigned to specific countries. CURR The local trade currency etc.", Tull Jr.'s exchange code is analogous to a function of a business rule referenced to OPALS or a broker.

It would be obvious for one with ordinary skill in the art to combine Tull Jr. , Kovski, and the above Official Notice, because it provides an index for retrieving related data using related business rules that effecting both buyers and providers on the Internet.

E. Re. claims 19-20: They are rejected under 35 U.S.C. § 103(a) as obvious over Tull, Jr. et al. (US Pat. 5,946,667), in view of Kovski (Dialog file 148 – 10173675), and further in view of the Official Notice.

Tull Jr. et al. obviously teach about waiting a period before divesting stocks: "market timing" (i.e., waiting a period before implementing a business rule) (see Tull Jr. et al., 1:35-39).

It would be obvious for one with ordinary skill in the art at the time of invention to combine Tull Jr. , Kovski, and the Official Notice (for claim 18's limitation), because it provides a standardized business rule to follow (i.e., waiting a time period before execution anything) in trading on the Internet; furthermore this implementation of "waiting a period" is recognized with artisans as fundamental in trading on the Internet.

8. Re. claims 16-17: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull**, Jr. et al. (US Pat. 5,946,667), in view of Kovski (Dialog file 148 – 10173675), in view of **Walker** et al. (US Pat. 5,797,127), and further in view of the Official Notice.

A. Re to claim 16: The rationales and references for rejection of claim 13 are incorporated.

Tull Jr., and Kovski do not expressly disclose a claimed limitation of: providing a response option via Internet (note that "the at least one business rule corresponding to a subset of the response options specified by the third party" this phrase is a non-functional descriptive material, it does not contribute to a real function that effect steps of above claimed method).

However, Walker et al. teach about providing a response option via Internet (see **Walker** et al., Fig.5, ref. S12 – please note that providing a response or not is itself a business rule option).

It would be obvious to one with ordinary skill in the art at the time of invention to combine **Tull Jr.**, **Kovski**, the above Official Notice, and Walker et al. to optionally distribute/receive info. among involved parties within an Internet

environment because providing/selecting "option" on a Web page was used by Walker et al. for customer's selection.

B. Re. claim 17: The rationales and references for rejection of claim 16 are incorporated.

Walker et al. obviously teach that response options includes communicate an acceptance and a counter-offer.

Walker et al. teach of including computer radio "buttons", for "activation" or "counter-offer" or "response" can be seen in a website implemented by US Pat. 5,797,127, <http://www.priceline.com> (please note that in computer GUI, using buttons on screen is well-known for a user-friendly purpose, and have been applying in many Internet websites).

One with ordinary skill in the art would combine **Tull Jr. et al.**, **Kovski**, the Official Notice, and **Walker** et al. to distribute info. (including a counter-offer amount) between involved parties within an Internet environment with user-friendly buttons, because the use of Internet has been recognized by skilled artisan as an easy and quick source for solving matters of financial transaction. It would give transaction process fast, efficient, and economic solutions.

9. Re. claims 7-10: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull, Jr. et al.** (US Pat. 5,946,667), in view of **Kovski**, and further in view of **Walker** et al. (US Pat. 5,797,127).

A. Re. To claim 7:

The rationales and references for rejection of claim 1 are incorporated.

Tull Jr. et al., and Kovski do not expressly disclose about transmitting a web page to the 3<sup>rd</sup> party, an entry in the web page corresponding to the transaction between the 1<sup>st</sup> (said buyer), and 2<sup>nd</sup> parties (said airline).

However, Walker et al. teach a step of “transmitting data” by Internet; wherein the content of said data may including entries in a web page (this is an old and well-known form of interactive interfacing e.g., Walker et al. implement their website from US Pat. 5,797,127 to practice by specifying <http://www.priceline.com/> as a website to surf; and there are many entries on that web page that must be filled in – please note that transmitting action is a function in the claimed method, it would be obvious to one with ordinary skill in the art to know that function would be for transmitting data of a web page to different places.

B. Re. claim 8: The rationales and references for rejection of claim 7 are incorporated.

Tull Jr. et al., and Kovski do not disclose about providing an active object in the web page associated with an entry.

However, Walker et al., teach about enabling a 3<sup>rd</sup> party to facilitate consummation of a transaction that Walker et al. teach about providing an active object in the web page associated with the entry (e.g., from <http://www.priceline.com/>, information to buy a flight ticket is filled-in; a ticket is a variable object to “interactive” search in a web page).

It would be obvious to one with ordinary skill in the art to combine Tull Jr. et al., Kovski, and Walker et al. to providing an active object in the web page

associated with the entry because artisan would recognize that this is a visible way of presentation for retrieving data via “active” objects – please remember that an object here can be a text/data or an icon/image.

C. Re. claim 9: The rationales and references for rejection of claim 8 are incorporated.

Tull Jr. et al., and Kovski do not disclose about an acceptance button in a website for use.

However, the examiner submits that a limitation about an acceptance button in a website for use is a non-functional descriptive material; that limitation further contains an intend of use “in a website” of an activation button (e.g., Walker et al. implement ideas in US Pat. 5,797,127) in their website <http://www.priceline.com/> have user-friendly “buttons” on that website to activate what entered).

D. Re. claim 10: It is rejected under 35 U.S.C. § 103 as being unpatentable over Tull, Jr. et al. (US Pat. 5,946,667), in view of Kovski, and further in view of Walker et al. (US Pat. 5,797,127).

The rationales and references for rejection of claim 8 are incorporated.

The examiner submits that Walker et al. obviously perform these following actions: activating of the counter-offer button resulting in transmission of a counter-offer (please note that in computer GUI, using buttons on a monitor screen has been known as a user-friendly act, and this has been used in many Internet websites - furthermore, just “a response” for a price can be a counter-offer).



The examiner submits that above rationale for rejections of claim 9 are applied herein since claimed limitation is an analogous step of claim 9 whether the claimed button is for "counter-offer" or for "acceptance" because these are merely values (for counter-offers) or "YES"/"NO" (for "acceptance"), they don't contribute to functioning of a "transmitting step" – in another word, these specific buttons are doing same functions: "transmitting specific data" which is merely a response.

10. Re. claim 4: It is rejected under 35 U.S.C. § 103 as being unpatentable over **Tull, Jr. et al.** (US Pat. 5,946,667), in view of **Kovski**, and further in view of **Conklin et al.**, (US Pat. 6,338,050).

The rationales and references for rejection of claim 1 are incorporated.

Tull Jr. et al. teach about notifying a 2<sup>nd</sup> party (i.e., OPALS) via the Internet/WAN (please note that it would be obvious with different "notifying" contents – because "notifying" an action is merely a communication step to acknowledge a party/system (e.g., sending a notice to 2<sup>nd</sup> party - a notice/acknowledgment is merely a non-functional descriptive material; therefore, sending a notice is obvious in interactive communication, which is shown in Tull, Jr.).

The examiner submits that a step of "notifying" by computer networks is obvious although "notice" content may be different (e.g., a counter-offer, or a response: they are both non-functional descriptive materials here); an "automatically response" is already covered in Tull, Jr. 's patent as set forth; it is obvious with this claim subject matter of "notifying".

Tull Jr. et al. do not expressly disclose a counter-offer in a stock bidding environment.

However, Conklin et al. disclose that counter-offer is used in a stock bidding environment (see **Conklin** et al., the abstract; please remember that a counter-offer from a counter-part is merely a bidding/auction action wherein a party just changes a submitted price for its advantage).

It would be obvious for one with ordinary skill in the art to combine **Tull Jr. et al.**, **Kovski**, and **Conklin** et al. to distribute info. (including a counter-offer) between involved parties within an Internet environment because the use of "counter-offer" on Internet has been recognized by skilled artisan as an easy and quick resource for solving matters of financial trading. It would give trading process fast, efficient, and economic solutions.

11. Re. claims 11- 12: They are rejected under 35 U.S.C. § 103 as being unpatentable over **Tull**, Jr. et al. (US Pat. 5,946,667), in view of **Kovski**, further in view of **Wilton** et al., (US Pat. 6,519,574).

The rationales and references for rejection of claim 1 are incorporated.

Tull Jr. et al., and **Kovski** do not disclose that there are different trading parties, and filtering bids according to a criterion specified by the 3<sup>rd</sup> party.

However, **Wilton** et al. disclose about different trading parties with 2<sup>nd</sup> bid price and 2<sup>nd</sup> ask price as a background environment about trading, see **Wilton** et al. 1:41-23 "a first trading entity, trading entity S1, enters an offer which matches a bid entered by a second trading entity, trading entity S2,";

Wilton et al. filtering bids according to a criterion specified by the 3<sup>rd</sup> party, and use that for comparison about a difference for a bid and an ask price (see **Wilton et al.**, 9:66 to 10:55 " ... With reference to FIGS. 11A and 11B, the arbitrage opportunity identification process will now be described in greater detail. This process, which may be automatically performed by computer 101 or trader terminals S1-S4, includes the following steps: 1101: Based on stored credit parameter information, the computer 101 or trader terminal (e.g., any of S1-S4) identifies the best bid price available to a trading entity. 1102: Similarly, using the stored credit parameter information, the computer 101 or trader terminal identifies the best offer price available to that trading entity. 1103: Using the auto-arbitrage "minimum spread" parameter entered by the trading entity (see FIG. 8), the computer 101 or trader terminal compares the minimum spread value with the spread between the identified offer and bid prices. 1104: If the spread between the best offer and bid prices is greater than or equal to the minimum spread value entered by the trading entity, the computer 101 or trader terminal then compares the "minimum amount" value entered by the trading entity with the total amount of all identified arbitrage transactions. If only the best bid and offer have been identified, the total amount is the lesser of the available amounts of the best bid and offer. For example, if the bid is for 3 million but the offer is only for 2 million, the computer 101 or trader terminal will compare the minimum amount value with 2 million (the amount that can be bought and sold). If the best bid and offer and the next-best bid and offer have been identified (as described below in step 1107), the total amount is determined by adding the

available amount of each transaction. The computer 101 will determine the optimum amount available by automatically identifying the best possible combination(s) of arbitrage transactions available to the trading entity. 1105: If the total amount that can be traded is greater than or equal to the minimum amount parameter, the computer 101 either (1) initiates the locking procedure described above with reference to FIGS. 7 and 10 whereby both transactions are locked to prevent risk to the trading entity or (2) generates an alert message (see FIG. 9) which is transmitted to the trading entity. If the trader terminal identifies the arbitrage opportunity, the trader terminal either (1) automatically sends an "execute" command to computer 101 or (2) generates an alert signal which is displayed to the trading entity (see FIG.9). 1106: If the spread available is less than the minimum spread value entered by the trading entity, no arbitrage opportunity exists. 1107: If the amount available is less than the minimum amount value entered by the trading entity, the computer 101 identifies the next best transaction available to the trading entity and performs the minimum spread and minimum amount analysis again to try to build up the total amount of the transaction to satisfy the minimum amount parameter", and **Wilton** et al. 12:5-17, "...An example of the name switch option determination will now be provided. It is assumed that a transaction is desired between trading entities S2 and S4. However, there is insufficient bilateral credit between S2 and S4 to enable execution of the transaction. Therefore, computer 101 searches for a trading entity such as S3 which has entered a "yes" in its name switch category for both S2 and S4 (see FIG. 14C). The computer 101 then compares the bid-offer

spread of the transaction between S2 and S4 with the maximum of the minimum spread set by S3 for trading entities S2 and S4. As shown in FIG. 14C, S3 has entered a 0.01 minimum spread for S2 and a 0.02 minimum spread for S4.

Therefore, the computer 101 selects the maximum of these spreads, or 0.02...”.

It would be obvious for one of ordinary skill in the art to combine **Tull Jr. et al.**, **Kovski**, and **Wilton et al.** to teach that there are different trading parties, and filtering bids according to a criterion (e.g., a spread) specified by the 3<sup>rd</sup> party for a level of control generating from a broker, although claim 12 mentions about a second bid price and a second ask price, these are merely repetitive action of a method of trading. It would be recognized from artisans about this claimed subject matter for convenience and control-ability from a broker.

### ***Conclusion***

12. Claims 1, 4, 6-26 necessitate new ground of rejections and they are still not patentable. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicants are reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a)

will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

13. These following references are also considered pertinent to claimed subject matter:

- Conklin et al., (US Pat. 6,338,050 – 1/08/2002, 705/80, 26) teach a system and a method for providing and updating user supplied context for negotiations.
- Wilton et al., (US Pat. 6,519,574 – 2/11/2003, 705/35, 37), teach an electronic trading system featuring arbitrage and third-party credit opportunities.
- Tull Jr. et al., (US Pat. 5,946,667 – 8/31/1999, 705/35-37), teach a data processing system and method for financial debt instruments.
- Walker et al., (US Pat. 5,797,127), teach a method for pricing, selling, and exercising options to purchase airline tickets.
- Eligin; "SPDR Web Ensnarers Both Active, Passive Fund Managers"; Corporate Cashflow; v14 n13; pp. 5-6; Dialog: File 485, Acc#00440032.
- A website of Walker et al., names <http://www.priceline.com/>

14. Any inquiry concerning this communication or earlier communications from the examiner should be directed to CUONG H. NGUYEN whose telephone number is 703-305-4553. The examiner can normally be reached on 7 am - 330 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, JEFFREY A. SMITH can be reached on 703-308-3588.

The fax phone number for the organization where this application or proceeding is assigned is 703-305-7687.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

*Cuong H. Nguyen*

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